

# Exhibit 1

**EXHIBIT 1: REASONS FOR SUMMARY JUDGMENT AGAINST  
EACH PLAINTIFF WITH ALL CLAIMS**

| Plaintiff                                | All Claims   | Consumer Protection   | Fraudulent Concealment  | Implied Warranty   | Unjust Enrichment   |
|--|--|---|---|--|---|
| <b>California</b>                        |  |   |   |  |   |
| 1. Basseri,<br>Chimen<br>SUF ¶¶ 141-48   | 1. Recall repairs provide benefit of the bargain<br>2. No evidence of benefit-of-the-bargain damages<br>3. No recoverable lost time damages<br>4. Owned Service Parts Vehicle that was not defective<br>5. Cannot obtain injunctive relief | 1. Cannot prove reliance<br>2. Would not have been aware of defect if disclosed<br>3. No misrepresentation claim because no evidence re advertisements<br>4. No misrepresentation claim because does not claim advertisements were untrue | 1. Cannot prove reliance<br>2. Would not have been aware of defect if disclosed | 1. Barred by substantial use of vehicle<br>2. Used car purchaser to whom Song-Beverly Act does not apply | 1. Barred by adequate remedy at law<br>2. Barred by warranty<br>3. Used car purchaser who did not provide benefit to New GM |
| 2. Cereceres,<br>Kellie<br>SUF ¶¶ 149-56 | 1. Recall repairs provide benefit of the bargain<br>2. No evidence of benefit-of-the-bargain damages<br>3. No recoverable lost time damages<br>4. Cannot obtain injunctive relief  | 1. No misrepresentation claim because no evidence re advertisements<br>2. No misrepresentation claim because does not claim advertisements were untrue  |   | 1. Barred by substantial use of vehicle  | 1. Barred by adequate remedy at law<br>2. Barred by warranty  |
| 3. Orosco,<br>Santiago<br>SUF ¶¶ 157-65  | 1. Recall repairs provide benefit of the bargain<br>2. No evidence of benefit-of-the-bargain damages<br>3. No recoverable lost time damages<br>4. Cannot obtain injunctive relief  | 1. Would not have been aware of defect if disclosed<br>2. No misrepresentation claim because did not view advertisements<br>3. No misrepresentation claim because New GM not liable for dealer statements                                 | 1. Would not have been aware of defect if disclosed                             | 1. Barred by substantial use of vehicle<br>2. Barred because New GM was not "seller" of Old GM vehicle   | 1. Barred by adequate remedy at law<br>2. Barred by warranty  |

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| <b>Plaintiff</b>                     | <b>All Claims</b>  | <b>Consumer Protection</b>  | <b>Fraudulent Concealment</b>  | <b>Implied Warranty</b>   | <b>Unjust Enrichment</b>   |
|--------------------------------------|--|---|--|---|--|
| 4. Padilla, David<br>SUF ¶¶ 166-73   | 1. Recall repairs provide benefit of the bargain<br>2. No evidence of benefit-of-the-bargain damages<br>3. No recoverable lost time damages<br>4. Owned Service Parts Vehicle that was not defective<br>5. Cannot obtain injunctive relief | 1. Cannot prove reliance<br>2. Would not have been aware of defect if disclosed<br>3. No misrepresentation claim because did not view advertisements<br>4. No misrepresentation claim because New GM not liable for dealer statements   | 1. Cannot prove reliance<br>2. Would not have been aware of defect if disclosed  | 1. Barred by substantial use of vehicle   | Dismissed because barred by warranty in <i>TACC MTD Opinion</i>                                    |
| 5. Thomas, Michelle<br>SUF ¶¶ 174-81 | 1. Recall repairs provide benefit of the bargain<br>2. No evidence of benefit-of-the-bargain damages<br>3. No recoverable lost time damages<br>4. Cannot obtain injunctive relief  | 1. No misrepresentation claim because New GM not liable for dealer statements<br>2. No misrepresentation claim because statements are puffery<br>3. Old GM car purchaser so New GM did not have duty to disclose<br>4. Old GM car purchaser so New GM did not have post-sale duty to warn | 1. Old GM car purchaser so New GM did not have duty to disclose<br>2. Old GM car purchaser so New GM did not have post-sale duty to warn | 1. Barred by substantial use of vehicle<br>2. Barred because New GM was not “seller” of Old GM vehicle<br>3. Used car purchaser to whom Song-Beverly Act does not apply | 1. Barred by adequate remedy at law<br>2. Used car purchaser who did not provide benefit to New GM |

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| <b>Plaintiff</b>                      | <b>All Claims</b>   | <b>Consumer Protection</b>  | <b>Fraudulent Concealment</b>                                   | <b>Implied Warranty</b>   | <b>Unjust Enrichment</b>   |
|---------------------------------------|---|---|---|---|--|
| <b>Missouri</b>                       |   |   |   |   |  |
| 6. Akers, Brad<br>SUF ¶¶ 236-43       | 1. Recall repairs provide benefit of the bargain<br>2. No evidence of benefit-of-the-bargain damages<br>3. Owned Service Parts Vehicle that was not defective<br>4. Cannot obtain injunctive relief | 1. No misrepresentation claim because no evidence re advertisements<br>2. No misrepresentation claim because New GM not liable for dealer statements  |   | 1. No manifest defect<br>2. Damages barred by express warranty<br>3. Time-barred by statute<br>4. Time-barred by express warranty<br>5. Barred by substantial use of vehicle<br>6. Barred because New GM was not “seller” of Old GM vehicle | 1. Barred by adequate remedy at law<br>2. Barred by warranty                                       |
| 7. Hamilton, Deloris<br>SUF ¶¶ 244-51 | 1. Recall repairs provide benefit of the bargain<br>2. No evidence of benefit-of-the-bargain damages<br>3. No recoverable lost time damages<br>4. Cannot obtain injunctive relief                   | 1. No misrepresentation claim because did not view advertisements<br>2. No misrepresentation claim because New GM not liable for dealer statements<br>3. Old GM car purchaser so New GM did not have duty to disclose | 1. Old GM car purchaser so New GM did not have duty to disclose | 1. No manifest defect<br>2. Damages barred by express warranty<br>3. Time-barred by express warranty<br>4. Barred by substantial use of vehicle<br>5. Barred because New GM was not “seller” of Old GM vehicle                              | 1. Barred by adequate remedy at law<br>2. Used car purchaser who did not provide benefit to New GM |

**EXHIBIT 1: REASONS FOR SUMMARY JUDGMENT AGAINST  
EACH PLAINTIFF WITH ALL CLAIMS**

| <b>Plaintiff</b>                           | <b>All Claims</b>  | <b>Consumer Protection</b>   | <b>Fraudulent Concealment</b> | <b>Implied Warranty</b>   | <b>Unjust Enrichment</b>  |
|--|--|--|-------------------------------|---|---|
| 8. Hawkins,<br>Cynthia<br>SUF ¶¶ 252-58    | 1. Recall repairs provide benefit of the bargain<br>2. No evidence of benefit-of-the-bargain damages<br>3. No recoverable lost time damages<br>4. Owned Service Parts Vehicle that was not defective<br>5. Cannot obtain injunctive relief | 1. No misrepresentation claim because did not view advertisements<br>2. No misrepresentation claim because New GM not liable for dealer statements   |                               | Dismissed for no manifest defect by <i>TACC MTD Opinion</i>   | 1. Barred by adequate remedy at law<br>2. Used car purchaser who did not provide benefit to New GM                          |
| 9. Robinson,<br>Ronald<br>SUF ¶¶ 266-74    | 1. Recall repairs provide benefit of the bargain<br>2. No evidence of benefit-of-the-bargain damages<br>3. No recoverable lost time damages<br>4. Cannot obtain injunctive relief  | 1. No misrepresentation claim because statements are puffery   | 1. Cannot prove reliance      | Dismissed for no manifest defect by <i>TACC MTD Opinion</i>   | 1. Barred by adequate remedy at law<br>2. Used car purchaser who did not provide benefit to New GM                          |
| 10. Stefano,<br>Mario<br>SUF ¶¶ 275-84     | 1. Recall repairs provide benefit of the bargain<br>2. No evidence of benefit-of-the-bargain damages<br>3. No recoverable lost time damages<br>4. Cannot obtain injunctive relief  | 1. No misrepresentation claim because did not view advertisements  | 1. Cannot prove reliance      | 1. No manifest defect<br>2. Damages barred by express warranty<br>3. Barred by substantial use of vehicle | 1. Barred by adequate remedy at law<br>2. Barred by warranty<br>3. Used car purchaser who did not provide benefit to New GM |
| 11. Tinen,<br>Christopher<br>SUF ¶¶ 285-94 | 1. Recall repairs provide benefit of the bargain<br>2. No evidence of benefit-of-the-bargain damages<br>3. Sold vehicle before recalls<br>4. No recoverable lost time damages<br>5. Cannot obtain injunctive relief                        | 1. No misrepresentation claim because lack of evidence re advertisements<br>2. No misrepresentation claim because does not claim advertisements were untrue<br>3. No misrepresentation claim because New GM not liable for dealer statements |                               | 1. Damages barred by express warranty<br>2. Time-barred by statute<br>3. Time-barred by express warranty  | 1. Barred by adequate remedy at law<br>2. Barred by warranty  |

**EXHIBIT 1: REASONS FOR SUMMARY JUDGMENT AGAINST  
EACH PLAINTIFF WITH ALL CLAIMS**

| Plaintiff                                 | All Claims   | Consumer Protection  | Fraudulent Concealment               | Implied Warranty  | Unjust Enrichment                    |
|---|--|--|--------------------------------------|---|--------------------------------------|
| <b>Texas</b>                              |  |  |                                      |   |                                      |
| 12. Al-ghamdi, Gareebah<br>SUF ¶¶ 304-311 | 1. Recall repairs provide benefit of the bargain<br>2. No evidence of benefit-of-the-bargain damages<br>3. No manifest defect<br>4. No recoverable lost time damages<br>5. Cannot obtain injunctive relief | 1. Cannot prove reliance<br>2. No misrepresentation claim because did not view advertisements<br>3. Old GM car purchaser so New GM did not have duty to disclose<br>4. Old GM car purchaser so New GM did not have post-sale duty to warn<br>5. Cannot prove unconscionability because New GM mitigated by recalls<br>6. Cannot prove unconscionability because does not lack sophistication | Dismissed by <i>FACC MTD Opinion</i> | 1. Damages barred by express warranty<br>2. Time-barred by statute<br>3. Time-barred by express warranty<br>4. Barred because New GM was not “seller” of Old GM vehicle | Dismissed by <i>FACC MTD Opinion</i> |
| 13. Bacon, Dawn<br>SUF ¶¶ 312-18          | 1. Recall repairs provide benefit of the bargain<br>2. No evidence of benefit-of-the-bargain damages<br>3. No recoverable lost time damages<br>4. Cannot obtain injunctive relief                          | 1. No misrepresentation claim because statements are puffery<br>2. Old GM car purchaser so New GM did not have duty to disclose<br>3. Old GM car purchaser so New GM did not have post-sale duty to warn<br>4. Cannot prove unconscionability because New GM mitigated by recalls  | Dismissed by <i>FACC MTD Opinion</i> | 1. Damages barred by express warranty<br>2. Time-barred by express warranty<br>3. Barred because New GM was not “seller” of Old GM vehicle                              | Dismissed by <i>FACC MTD Opinion</i> |

**EXHIBIT 1: REASONS FOR SUMMARY JUDGMENT AGAINST  
EACH PLAINTIFF WITH ALL CLAIMS**

| <b>Plaintiff</b>                       | <b>All Claims</b>  | <b>Consumer Protection</b>  | <b>Fraudulent Concealment</b>        | <b>Implied Warranty</b>   | <b>Unjust Enrichment</b>             |
|--|--|---|--------------------------------------|---|--------------------------------------|
| 14. Fuller, Dawn<br>SUF ¶¶ 319-25      | 1. Recall repairs provide benefit of the bargain<br>2. No evidence of benefit-of-the-bargain damages<br>3. No manifest defect<br>4. No recoverable lost time damages<br>5. Cannot obtain injunctive relief | 1. No misrepresentation claim because did not view advertisements<br>2. Old GM car purchaser so New GM did not have duty to disclose<br>3. Old GM car purchaser so New GM did not have post-sale duty to warn<br>4. Cannot prove unconscionability because New GM mitigated by recalls  | Barred under <i>FACC MTD Opinion</i> | 1. Damages barred by express warranty<br>2. Time-barred by express warranty<br>3. Barred by substantial use of vehicle<br>4. Barred because New GM was not “seller” of Old GM vehicle | Barred under <i>FACC MTD Opinion</i> |
| 15. Graciano, Michael<br>SUF ¶¶ 326-35 | 1. Recall repairs provide benefit of the bargain<br>2. No evidence of benefit-of-the-bargain damages<br>3. No manifest defect<br>4. No recoverable lost time damages<br>5. Cannot obtain injunctive relief | 1. No misrepresentation claim because did not view advertisements<br>2. No misrepresentation claim because New GM not liable for dealer statements<br>3. Old GM car purchaser so New GM did not have duty to disclose<br>4. Old GM car purchaser so New GM did not have post-sale duty to warn<br>5. Cannot prove unconscionability because New GM mitigated by recalls<br>6. Cannot prove unconscionability because does not lack sophistication | Dismissed by <i>FACC MTD Opinion</i> | 1. Damages barred by express warranty<br>2. Time-barred by express warranty<br>3. Barred by substantial use of vehicle<br>4. Barred because New GM was not “seller” of Old GM vehicle | Dismissed by <i>FACC MTD Opinion</i> |

**EXHIBIT 1: REASONS FOR SUMMARY JUDGMENT AGAINST  
EACH PLAINTIFF WITH ALL CLAIMS**

| <b>Plaintiff</b>                     | <b>All Claims</b>  | <b>Consumer Protection</b>   | <b>Fraudulent Concealment</b>        | <b>Implied Warranty</b>  | <b>Unjust Enrichment</b>             |
|--------------------------------------|--|--|--------------------------------------|--|--------------------------------------|
| 16. McClellan, Lisa<br>SUF ¶¶ 336-45 | 1. Recall repairs provide benefit of the bargain<br>2. No evidence of benefit-of-the-bargain damages<br>3. No manifest defect<br>4. Returned vehicle before recalls<br>5. No recoverable lost time damages<br>6. Cannot obtain injunctive relief | 1. Cannot prove reliance<br>2. No misrepresentation claim because did not view advertisements<br>3. Old GM car purchaser so New GM did not have duty to disclose<br>4. Old GM car purchaser so New GM did not have post-sale duty to warn<br>5. Cannot prove unconscionability because New GM mitigated by recalls | Dismissed by <i>FACC MTD Opinion</i> | 1. Damages barred by express warranty<br>2. Time-barred by express warranty<br>3. Barred because New GM was not “seller” of Old GM vehicle | Dismissed by <i>FACC MTD Opinion</i> |



**EXHIBIT 1: REASONS FOR SUMMARY JUDGMENT AGAINST  
EACH SUCCESSOR LIABILITY PLAINTIFF**

| <b>Plaintiff</b>                           | <b>All Claims</b>   | <b>Consumer Protection</b>   | <b>Fraudulent Concealment</b> | <b>Implied Warranty</b>  | <b>Unjust Enrichment</b>                                     |
|--|---|--|-------------------------------|--|--|
| <b>Missouri</b>                            |   |  |                               |  |  |
| 17. Robinson, Kenneth<br>SUF ¶¶ 259-65     | 1. No direct claims against New GM because purchased before July 10, 2009<br>2. Recall repairs provide benefit of the bargain<br>3. No evidence of benefit-of-the-bargain damages<br>4. Sold vehicle before recalls<br>5. No recoverable lost time damages<br>6. Owned Service Parts Vehicle that was not defective<br>7. Cannot obtain injunctive relief | 1. No misrepresentation claim because did not view advertisements<br>2. No misrepresentation claim because New GM not liable for dealer statements |                               | 1. No manifest defect<br>2. Damages barred by express warranty<br>3. Time-barred by statute<br>4. Time-barred by express warranty  | 1. Barred by adequate remedy at law<br>2. Barred by warranty |
| 18. Witherspoon, Patrice<br>SUF ¶¶ 295-303 | 1. No direct claims against New GM because purchased before July 10, 2009<br>2. Recall repairs provide benefit of the bargain<br>3. No evidence of benefit-of-the-bargain damages<br>4. No recoverable lost time damages<br>5. Cannot obtain injunctive relief  | 1. No misrepresentation claim because New GM not liable for dealer statements<br>2. No misrepresentation claim because statements are puffery      |                               | 1. No manifest defect<br>2. Damages barred by express warranty<br>3. Time-barred by statute<br>4. Time-barred by express warranty<br>5. Barred by substantial use of vehicle | 1. Barred by adequate remedy at law<br>2. Barred by warranty |

**EXHIBIT 1: REASONS FOR SUMMARY JUDGMENT AGAINST  
EACH BANKRUPTCY CLAIM FRAUD PLAINTIFF**

| Plaintiff  | Fraudulent Concealment of the Right to File A Claim Against Old GM in Bankruptcy   |
|--|--|
|  | <b>California</b>  |
| 19. Barker, Patricia<br>SUF ¶¶ 182-88            | <ol style="list-style-type: none"> <li>1. Old GM car purchaser so New GM did not have duty to disclose</li> <li>2. Purchased before Sale Order so New GM could not have caused injury</li> <li>3. Cannot recover damages because recall repairs provide benefit of the bargain</li> <li>4. Cannot recover damages because no evidence of benefit-of-the-bargain damages</li> <li>5. Cannot recover lost time damages because recalls occurred after time for filing a bankruptcy claim</li> <li>6. Old GM car purchaser so New GM did not have duty to warn</li> <li>7. No reliance because not aware of Old GM bankruptcy in 2009</li> <li>8. Cannot obtain injunctive relief</li> </ol>  |
| 20-21. Benton, Michael & Sylvia<br>SUF ¶¶ 189-94 | <ol style="list-style-type: none"> <li>1. Old GM car purchaser so New GM did not have duty to disclose</li> <li>2. Purchased before Sale Order so New GM could not have caused injury</li> <li>3. Cannot recover damages because recall repairs provide benefit of the bargain</li> <li>4. Cannot recover damages because no evidence of benefit-of-the-bargain damages</li> <li>5. Cannot recover lost time damages because recalls occurred after time for filing a bankruptcy claim</li> <li>6. Old GM car purchaser so New GM did not have duty to warn</li> <li>7. Purchased from unaffiliated used car dealer unlikely to disclose information about defects</li> <li>8. Cannot obtain injunctive relief</li> </ol>                            |
| 22. Brown, Kimberly<br>SUF ¶¶ 195-201            | <ol style="list-style-type: none"> <li>1. Old GM car purchaser so New GM did not have duty to disclose</li> <li>2. Purchased before Sale Order so New GM could not have caused injury</li> <li>3. Cannot recover damages because recall repairs provide benefit of the bargain</li> <li>4. Cannot recover damages because no evidence of benefit-of-the-bargain damages</li> <li>5. Cannot recover lost time damages because recalls occurred after time for filing a bankruptcy claim</li> <li>6. Old GM car purchaser so New GM did not have duty to warn</li> <li>7. No reliance because did not see or rely on New GM advertisements or other materials that could have disclosed defects</li> <li>8. Cannot obtain injunctive relief</li> </ol> |
| 23. Hardin, Crystal<br>SUF ¶¶ 202-08             | <ol style="list-style-type: none"> <li>1. Old GM car purchaser so New GM did not have duty to disclose</li> <li>2. Purchased before Sale Order so New GM could not have caused injury</li> <li>3. Cannot recover damages because recall repairs provide benefit of the bargain</li> <li>4. Cannot recover damages because no evidence of benefit-of-the-bargain damages</li> <li>5. Cannot recover lost time damages because recalls occurred after time for filing a bankruptcy claim</li> <li>6. Old GM car purchaser so New GM did not have duty to warn</li> <li>7. Cannot obtain injunctive relief</li> </ol>   |

**SUMMARY OF REASONS FOR SUMMARY JUDGMENT AGAINST  
EACH BANKRUPTCY CLAIM FRAUD PLAINTIFF**

| <b>Plaintiff</b>                        | <b>Fraudulent Concealment of the Right to File A Claim Against Old GM in Bankruptcy</b>  |
|---|--|
| 24. Malaga, Javier<br>SUF ¶¶ 209-14     | <ol style="list-style-type: none"> <li>1. Old GM car purchaser so New GM did not have duty to disclose</li> <li>2. Purchased before Sale Order so New GM could not have caused injury</li> <li>3. Cannot recover damages because recall repairs provide benefit of the bargain</li> <li>4. Cannot recover damages because no evidence of benefit-of-the-bargain damages</li> <li>5. Cannot recover lost time damages because recalls occurred after time for filing a bankruptcy claim</li> <li>6. Old GM car purchaser so New GM did not have duty to warn</li> <li>7. Purchased from unaffiliated used car dealer unlikely to disclose information about defects</li> <li>8. Cannot obtain injunctive relief</li> </ol>                            |
| 25. Mattos, Winifred<br>SUF ¶¶ 215-21   | <ol style="list-style-type: none"> <li>1. Old GM car purchaser so New GM did not have duty to disclose</li> <li>2. Purchased before Sale Order so New GM could not have caused injury</li> <li>3. Cannot recover damages because recall repairs provide benefit of the bargain</li> <li>4. Cannot recover damages because no evidence of benefit-of-the-bargain damages</li> <li>5. Cannot recover lost time damages because recalls occurred after time for filing a bankruptcy claim</li> <li>6. Old GM car purchaser so New GM did not have duty to warn</li> <li>7. No reliance because did not see or rely on New GM advertisements or other materials that could have disclosed defects</li> <li>8. Cannot obtain injunctive relief</li> </ol> |
| 26. Ramirez, Esperanza<br>SUF ¶¶ 222-28 | <ol style="list-style-type: none"> <li>1. Old GM car purchaser so New GM did not have duty to disclose</li> <li>2. Purchased before Sale Order so New GM could not have caused injury</li> <li>3. Cannot recover damages because recall repairs provide benefit of the bargain</li> <li>4. Cannot recover damages because no evidence of benefit-of-the-bargain damages</li> <li>5. Cannot recover lost time damages because recalls occurred after time for filing a bankruptcy claim</li> <li>6. Old GM car purchaser so New GM did not have duty to warn</li> <li>7. No reliance because not aware of Old GM bankruptcy in 2009</li> <li>8. Cannot obtain injunctive relief</li> </ol>  |
| 27. Rukeyser, William<br>SUF ¶¶ 229-34  | <ol style="list-style-type: none"> <li>1. Old GM car purchaser so New GM did not have duty to disclose</li> <li>2. Purchased before Sale Order so New GM could not have caused injury</li> <li>3. Cannot recover damages because recall repairs provide benefit of the bargain</li> <li>4. Cannot recover damages because no evidence of benefit-of-the-bargain damages</li> <li>5. Cannot recover lost time damages because recalls occurred after time for filing a bankruptcy claim</li> <li>6. Owned Service Parts Vehicle that was not defective</li> <li>7. Old GM car purchaser so New GM did not have duty to warn</li> <li>8. Cannot obtain injunctive relief</li> </ol>  |

**SUMMARY OF REASONS FOR SUMMARY JUDGMENT AGAINST  
EACH BANKRUPTCY CLAIM FRAUD PLAINTIFF**

| <b>Plaintiff</b>                     | <b>Fraudulent Concealment of the Right to File A Claim Against Old GM in Bankruptcy<br/>Texas</b>  |
|--------------------------------------|--|
| 28. Henry, Shenyese<br>SUF ¶¶ 346-50 | <ol style="list-style-type: none"> <li>1. Old GM car purchaser so New GM did not have duty to disclose</li> <li>2. Purchased before Sale Order so New GM could not have caused injury</li> <li>3. Cannot recover damages because recall repairs provide benefit of the bargain</li> <li>4. Cannot recover damages because no evidence of benefit-of-the-bargain damages</li> <li>5. Cannot recover lost time damages because recalls occurred after time for filing a bankruptcy claim</li> <li>6. Old GM car purchaser so New GM did not have duty to warn</li> <li>7. Because no direct transaction with New GM, cannot bring any fraudulent concealment claim</li> <li>8. No manifest defect and so no basis on which to file bankruptcy claim</li> <li>9. Cannot obtain injunctive relief</li> </ol> |
| 29. Simmons, Lisa<br>SUF ¶¶ 351-58   | <ol style="list-style-type: none"> <li>1. Old GM car purchaser so New GM did not have duty to disclose</li> <li>2. Purchased before Sale Order so New GM could not have caused injury</li> <li>3. Cannot recover damages because recall repairs provide benefit of the bargain</li> <li>4. Cannot recover damages because no evidence of benefit-of-the-bargain damages</li> <li>5. Cannot recover lost time damages because recalls occurred after time for filing a bankruptcy claim</li> <li>6. Old GM car purchaser so New GM did not have duty to warn</li> <li>7. Because no direct transaction with New GM, cannot bring any fraudulent concealment claim</li> <li>8. No manifest defect and so no basis on which to file bankruptcy claim</li> <li>9. Cannot obtain injunctive relief</li> </ol> |